

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.06-015
ANNUAL REQUIREMENTS FOR
SCRAP TIRE RECYCLING SERVICES

DATE: April 17, 2006

CONTRACT PERIOD: Feb. 1, 2006 thru Jan. 31, 2007

CONTRACTOR: Spectracom, Inc., dba River City Recycling
P.O. Box 27384
Omaha, NE 68127

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Scott Hughbanks
Telephone No.: 402.731.0414
FAX No.:
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Item	Item Description	Est. Qt./Ton	Unit	Unit Price	Total
1	Providing Collection, Transportation & Processing Scrap Tire Services	80	ton	\$105.00	\$8,400.00

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

**CONTRACT AGREEMENT
FOR
SCRAP TIRE RECYCLING SERVICES**

THIS AGREEMENT, made this 17TH day of FEB, 2006 by and between **Spectracom, Inc., d/b/a/ River City Recycling**, hereinafter referred to as CONTRACTOR and CITY OF LINCOLN, a body corporation and politic, hereinafter referred to as CITY.

WHEREAS, the CITY has responsibility for disposal and recycling of solid waste; and

WHEREAS, the Nebraska Department of Environmental Quality has enacted regulations prohibiting landfill disposal of scrap tires; and

WHEREAS, the CITY intends to procure services for the collection, transportation, processing and recycling of scrap tires from a competent and reliable provider in accordance with all applicable regulations.

WHEREAS, the CITY has developed specifications for the collection and processing of scrap tires and the CONTRACTOR agrees with the terms and conditions of the Instructions to Bidders and Specifications, which are considered to be part of this agreement, and

WHEREAS, the CONTRACTOR was selected to perform the services outlined in the Instructions to Bidders and Specifications.

NOW, THEREFORE, WITNESSETH that:

1. The Contractor hereby agrees to perform the described services as hereinafter set forth during a period of one year following the date of this Contract Agreement for the following contract prices:

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNITS</u>	<u>UNIT PRICE</u>
1.	Price for providing collection, transportation and processing services.	Ton	\$105.00

2. The term of this agreement shall be for one year with the option to renew the terms of the contract on an annual basis for up to two years at the same contract prices.
3. It is the express interest of the parties hereto that this agreement shall not create an employer-employee relationship; and the Contractor, his employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the agreement.
4. The Contractor and its agents agree to indemnify and hold harmless and defend the City of Lincoln, and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, damages and losses arising out of, connected with, or in any way associated with this agreement.

5. The Contractor or its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.
6. **The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all Owners contracts which is hereby made a part of this Contract.**
7. **Mr. Gene Hanlon, Recycling Coordinator (phone no. 402/441-7043) or his designated representative, is the City's agent responsible for the administration of this agreement.**

8. WORK REQUIREMENTS

- 8.1 The Contractor shall accept all car passenger tires, over the road truck tires, large farm tractor tires, and heavy equipment tires for recycling purposes.
 - 8.1.1. This includes tires on rims and concrete filled tires.
- 8.2 The Contractor shall provide collection of scrap tires at the City's locations and transportation of materials to the Contractor's processing center.
 - 8.2.1 The City locations are the North 48th Street Solid Waste Transfer Station located at 5101 North 48th Street and the Bluff Road Landfill located at 6001 Bluff Road.
 - 8.2.2 The Contractor shall utilize City-owned open-top roll-off containers or transfer the tires from said containers to contractor provided transportation vehicle.
 - 8.2.2.1 The Contractor shall also use two contractor provided 40-yard containers and rotate them with the two City owned containers. While City owned containers are stored on contractors lot, they will not be used for any purpose by the contractor.
 - 8.2.3 The contractor shall provide collection services within 48 hours when requested to transport the full containers of tires or establish a regular schedule to collect tires which eliminates the need for the City to store tires on the ground next to collection containers.
 - 8.2.3.1 The contractor shall remove all tires at each collection service trip.
- 8.3 During the term of the agreement additional City sites may be added to collect tires at the same rate through mutual agreement with the Contractor.
- 8.4 The Contractor shall collect, transport, process and utilize all scrap tires and scrap tire derived products in accordance with applicable Nebraska Department Environmental Quality or other regulatory agency rules and regulations for scrap tire recycling.
 - 8.4.1 During the term of the contract, the Contractor shall inform the City of any Notice of Violation (NOV) or litigation it receives from the Nebraska Department of Environmental Quality or other regulatory agency regarding the transportation, storing, handling, processing or utilization of scrap tires.
 - 8.4.2 The Contractor shall also provide information regarding their response to the Notice of the Violation or litigation and the current status of the NOV or litigation.
 - 8.4.3 Notice of Violation or pending litigation may serve as the basis for termination of the contract.

- 8.5 The Contractor shall weigh their collection vehicle at the City-owned scales at the disposal facilities to determine the net weight of the scrap tires obtained.
8.5.1 Billings for collection and processing services shall be based on this net weight.
- 8.6 The Contractor shall accurately complete an invoice to the City indicating the total tons of scrap tires collected and processed, estimated number of tires and the cost per tire charge for collection services and processing services.
- 8.7 Title of ownership to all scrap tires shall pass to the Contractor upon pick up at the City's locations.
- 8.8 The Contractor shall provide a report to the City on the disposition of tires received from the City of Lincoln upon request by the City. Said report shall contain:
8.8.1 How tires received from the City were sorted and processed.
8.8.2 The annual cumulative number of tires stored on site awaiting processing.
8.8.3 The annual cumulative number of tires processed but awaiting to be utilized by end-user.
8.8.4 The annual cumulative number of tires processed and end use tires were utilized for.
8.8.5 Identify any changes to the recycling services plan that were submitted to the City regarding procedures for the collection, processing and end-uses for scrap tires received from the City.
- 8.9 Storage of transfer trailers or the processing of scrap tires shall not be allowed at the City's facilities.

9. CITY'S RESPONSIBILITIES

- 9.1 During the term of the contract, the City shall agree to send all scrap tires received at the disposal facilities to the Contractor.
- 9.2 The City shall be responsible for loading 40 cubic yard open-top roll-off containers with scrap tires.
9.2.1 The City shall "loose-load" the containers with no requirements for stacking or placing materials in the containers for purposes of obtaining maximum weight loads.
9.2.2 The City shall notify the Contractor when a full load is available for pick up.
9.2.3 The City and Contractor may agree on a regular schedule of service in lieu of on-call services.
9.2.3.1 There shall be a minimum of once per month service schedule for the collection of scrap tires.
- 9.3 The City will not provide separation of scrap tires from wheel rims or concrete filled tires.
- 9.4 The City shall provide notice of the Contractor's business to customers using the City's locations.

10. BASIS OF PAYMENT

- 10.1 Payment shall be based on cost per ton basis. This cost per ton fee shall apply to all types of scrap tire collected by the City.
- 10.2 The Contractor shall submit invoices to the Solid Waste Operations Division located at 2400 Theresa Street, Lincoln, NE, 68521.
- 10.3 Invoices shall specify the following information: 1) date scrap tires were transported, 2) total tons of scrap tires collected, 3) estimated number of car passenger tire equivalents (100 car passenger tires per ton), 4) unit price, 5) unit price description, and 6) extended total price.


11. TERMINATION

- 11.1 The City reserves the right to inspect the Contractor's processing operation and may terminate this agreement for improper storage or handling of scrap tires.
- 11.2 The City may terminate this agreement in the event that the Contractor does not secure viable commitments to utilize their end product.
- 11.3 The City may terminate this agreement in the event that the State of Nebraska ends the landfill disposal of scrap tires and allows whole tires to be disposed of in sanitary landfills.
- 11.4 This agreement may be canceled by either party hereto at any time during the term of the agreement upon thirty (30) days written notice.
12. This Contractor may not assign this agreement to another party without prior written approval by the City.

Dated this 17th day of Feb., 2006

ATTEST:

Jean E. Rose
City Clerk



The seal of the City of Lincoln, Nebraska, is circular. It features a portrait of Abraham Lincoln in the center. The text around the portrait reads "CITY OF LINCOLN" at the top, "FOUNDED JULY 29, 1857" on the right, "SEAL" below the portrait, "INCORPORATED APRIL 1, 1869" on the left, and "LANCASTER COUNTY, NEBRASKA" at the bottom.

CITY OF LINCOLN, NEBRASKA

Colleen J. Seung
Mayor

EXECUTION BY CONTRACTOR

Spectracom, Inc. d/b/a
River City Recycling
Company Name

P.O. Box 27384
Company Address

Omaha NE 68127
City State Zip

402-731-0414
Telephone Number

Scott Hughbanks Vice President
By: (print name) Title

[Signature]
Signature

Marlyn Syrovicki
Witness

**PROPOSAL
SPECIFICATION NO. 06-015**

BID OPENING TIME: 12:00 Noon
DATE: January 11, 2006

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to provide to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below. In addition to this sheet, bidders should attach a recycling services plan and description of any Notice of Violation received identified in the specifications.

SCRAP TIRE RECYCLING SERVICES

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Price for providing collection, transportation and processing services.	80	Ton	\$105.00	\$8,400.00

Eight Thousand Four Hundred _____ Dollars
(Write out in words the total amount of base bid)

Affirmative Action Program: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidders equal opportunity policies, procedures, and practices.


The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

**RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:**

SEALED BID FOR SPECIFICATION NO. 06-015

Spectracom, Inc.
d/b/a River City Recycling
Company Name

By (Signature) 

P.O. Box 27384
Street Address or PO Box

Scott Hughbanks
Print Name

Omaha, NE 68127
City, State, Zip

Vice President
Title

402-731-0414
Telephone Number

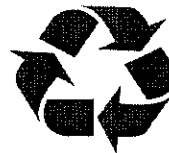
01/10/06
Date

E-Mail Address

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: Bid A Letter of Intent will be listed on the website when a recommendation is received from the Department.

RIVER CITY RECYCLING

DIVISION OF SPECTRACOM, INC



- 1.7.1 River City Recycling will use a roll-off truck and 40 yard containers to haul Lincoln's tires. We will use 2 River City 40 yd. containers and 2 city of Lincoln containers. When the city of Lincoln's containers are not in use, they will be stored in River City's lot in Omaha and not used.
- 1.7.2 Statement outlining approach to processing scrap tires.
 - 1.71.1 Location River City Recycling
6030 South 60 Street
Omaha, NE 68117
 - 1.7.2.2 Subcontractors – none
 - 1.7.2.3 How tires are processed – tires are brought to our recycling facility and shredded on a daily basis.
 - 1.7.2.4 End use – 2-1/2 inch tire chips for use in leachate collection lines on septic tanks.
 - 1.72.5 End use - Various Nebraska Department of Environmental Quality certified onsite wastewater systems professionals.